



# REQUEST FOR PROPOSALS

## City of Hampton

ISSUING OFFICE:

Consolidated Procurement Div.  
1 Franklin Street, Suite 345  
HAMPTON, VA 23669  
TELEPHONE: (757) 727-2200  
FAX: (757) 727-2207

DATE: July 31, 2012

Attention of Offeror is Directed To Section  
2.2-4367 to 2.2-4377 Code of Virginia  
(Ethics In Public Contracting)

**SEALED PROPOSALS** will be received in the Issuing Office above until Closing Date and Closing Time as specified in this solicitation including any addenda issued by this office. The City of Hampton is not responsible for late delivery by U.S. Postal mail or other couriers. All inquiries for information regarding this Request for Proposal are to be directed to the Issuing Office as defined herein.

**COMMODITY: TELEMETRY SERVICES**

**NIGP CODE: 961.76**

PLEASE FILL IN OFFEROR'S NAME & ADDRESS  
IN THE SPACES PROVIDED BELOW:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS IS NOT AN ORDER**

**RFP ITEM NO.**

2013-6/CGE

**PROCUREMENT OFFICER**

Carol G. Evans  
Buyer

**CLOSING DATE**

August 14, 2012

**CLOSING TIME**

2:00 p.m.

**PREPROPOSAL CONFERENCE**  
**MANDATORY**

**DATE:** August 7, 2012

**TIME:** 10:00 a.m.

THE CITY OF HAMPTON, HEREAFTER REFERRED TO AS "THE CITY", RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITIES IN THE COMPETITIVE NEGOTIATIONS PROCESS. FURTHER, THE CITY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITS BEST INTEREST. THE ENTIRE CONTENTS OF THE REQUEST FOR PROPOSALS, ANY ADDENDA, OFFEROR'S PROPOSAL AND NEGOTIATED CHANGES SHALL BE INCORPORATED BY REFERENCE INTO ANY RESULTING CONTRACT.

THE CITY OF HAMPTON DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

### TELEMETRY SERVICES

The City of Hampton is seeking proposals from qualified offerors to furnish, install, and fully integrate improvements for the Pump Station Supervisory Control and Data Acquisition (SCADA) System, to include central system software and hardware, field hardware, and communications.

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1\_\_\_\_ #2\_\_\_\_ #3\_\_\_\_ #4\_\_\_\_ (Please Initial)

THE CITY OF HAMPTON CANNOT LEGALLY AGREE TO ANY CLAUSE INDEMNIFYING THE CONTRACTOR FROM ANY DAMAGES ARISING OUT OF THE CONTRACT/AGREEMENT/LEASE OR HOLDING THE CONTRACTOR HARMLESS. THE SUBMISSION OF A BID OR A PROPOSAL CONSTITUTES AN AGREEMENT BY THE CONTRACTOR NOT TO REQUEST SUCH LANGUAGE IN THE RESULTING CONTRACT. IN COMPLIANCE WITH THIS SOLICITATION AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION. THE FOLLOWING SECTION SHALL BE SIGNED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Authorized Agent:

Signature

Type or Print Name

Email Address

Telephone Number

Fax Number

Company FEI/FIN#

ENCLOSURES

RFP 2013-6/CGE

## **ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS**

### **ANTI-COLLUSION CLAUSE:**

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID OFFEROR DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, CITY HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS PROPOSAL.

### **DRUG-FREE WORKPLACE:**

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONTRACTOR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE CONTRACTOR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR THAT THE CONTRACTOR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING CLAUSES IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH FEDERAL LAW, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

### **EMPLOYMENT DISCRIMINATION BY THE SUCCESSFUL OFFEROR SHALL BE PROHIBITED:**

1. DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:
  - a. THE OFFEROR, SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE CONTRACTOR. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
  - b. THE CONTRACTOR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, SHALL STATE THAT SUCH CONTRACTOR IS AN EQUAL OPPORTUNITY EMPLOYER.
  - c. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
2. THE CONTRACTOR WILL INCLUDE THE PROVISIONS OF THE FOREGOING PARAGRAPHS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

**Name and Address of OFFEROR:**

Date: \_\_\_\_\_ Authorized Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Federal Tax Identification Number/Social Security Number:** \_\_\_\_\_

Is Offeror a "minority" business? ☐ Yes ☐ No

If yes, please indicate the "minority" classification below:

☐ African American ☐ Hispanic American

☐ American Indian ☐ Eskimo ☐ Asian American ☐ Aleut ☐ Other; Please Explain:

Is Offeror Woman Owned? ☐ Yes ☐ No

Is Offeror a Small Business? ☐ Yes ☐ No

Is Offeror a Faith-Based Organization? ☐ Yes ☐ No

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**ATTACHMENTS**

- ATTACHMENT A – Insurance Specifications
- ATTACHMENT B – Proposal Signature Sheet
- ATTACHMENT C - Proprietary/Confidential Information Identification
- ATTACHMENT D – Virginia State Corporation Commission Registration Information
- ATTACHMENT E – Supplier Reference Sheet
- ATTACHMENT F – System Overview Map
- ATTACHMENT G – Minority & Woman Owned Business Program

## I. PURPOSE

The purpose of this RFP is to solicit sealed technical and cost proposals from qualified offerors to furnish, install, and fully integrate improvements for the City of Hampton Pump Station Supervisory Control and Data Acquisition (SCADA) System, to include central system software and hardware, field hardware, and communications. Pump station equipment hardware and central software shall be provided by the same Offeror.

The Federal Communications Commission (FCC) is requiring the existing SCADA radio system to be narrow-banded by January 2013; therefore, the existing SCADA system shall be replaced with this project for compliance. The City has elected to obtain 900MHz licensed frequencies to migrate away from their existing UHF network, operating in the UHF band. The proposed Hampton Pump Station SCADA system improvements will also consist of new Remote Terminal Units (RTUs)/Programmable Logic Controllers (PLCs) that are compatible with the existing pump station equipment, and new central system software that provides real-time functionality over the proposed wireless communications network.

The Successful Offeror will be required to fully integrate the SCADA RTU/PLCs locally at pump stations and monitoring software centrally at the City Operations Center. In addition, the Successful Offeror will provide training and technical support as per the stated requirements within this RFP. It is the responsibility of the Successful Offeror to include any and all items required for a complete and comprehensive solution, regardless of their inclusion or exclusion in this document.

### A. HISTORICAL BACKGROUND

#### **HAMPTON, VIRGINIA**

Hampton is an independent city located in the State of Virginia. It is on the southern end of the Virginia Peninsula, bordering on Hampton Roads and Chesapeake Bay. According to the United States Census Bureau, the city has a total area of 136.2 mi; 51.8 mi of it is land and 84.4 mi of it is water, with a total population of 146,437.

The city boasts a strong military and technology presence. Langley Air Force Base is home of the First Fighter Wing. NASA Langley Research Center, where America's first astronauts were trained, is now a major center for aviation research. Technology centers of employment include companies such as Sverdrup, Howmet Corporation, Computer Sciences Corporation and Nextel Communications. Hampton is also home to Hampton University and Thomas Nelson Community College.

Hampton is served by two airports. The primary airport for the Hampton Roads area is Norfolk International Airport, on the opposite side of Hampton Roads in Norfolk. The region's secondary airport, Newport News/Williamsburg International Airport, is located on the Virginia Peninsula in Newport News.

Hampton is part of a dynamic metropolitan region. Besides Hampton, the region contains 5 other cities with a population greater than 100,000. The region now has a population of more than 1.5 million and grew at a 1.17% annual rate from 1990 to 2000. Hampton Roads is the 31st largest MSA in the nation. Its effective buying power (EBI) according to Sales, Marketing and Management is more than \$20.8 billion.

Demographically, Hampton is in many ways typical of metropolitan America. It contains within its boundaries an urban core, a ring of older, settled neighborhoods and newer suburban development. Its citizens' age, educational, occupational and socio-economic characteristics by and large reflect the typical American demographic profile.

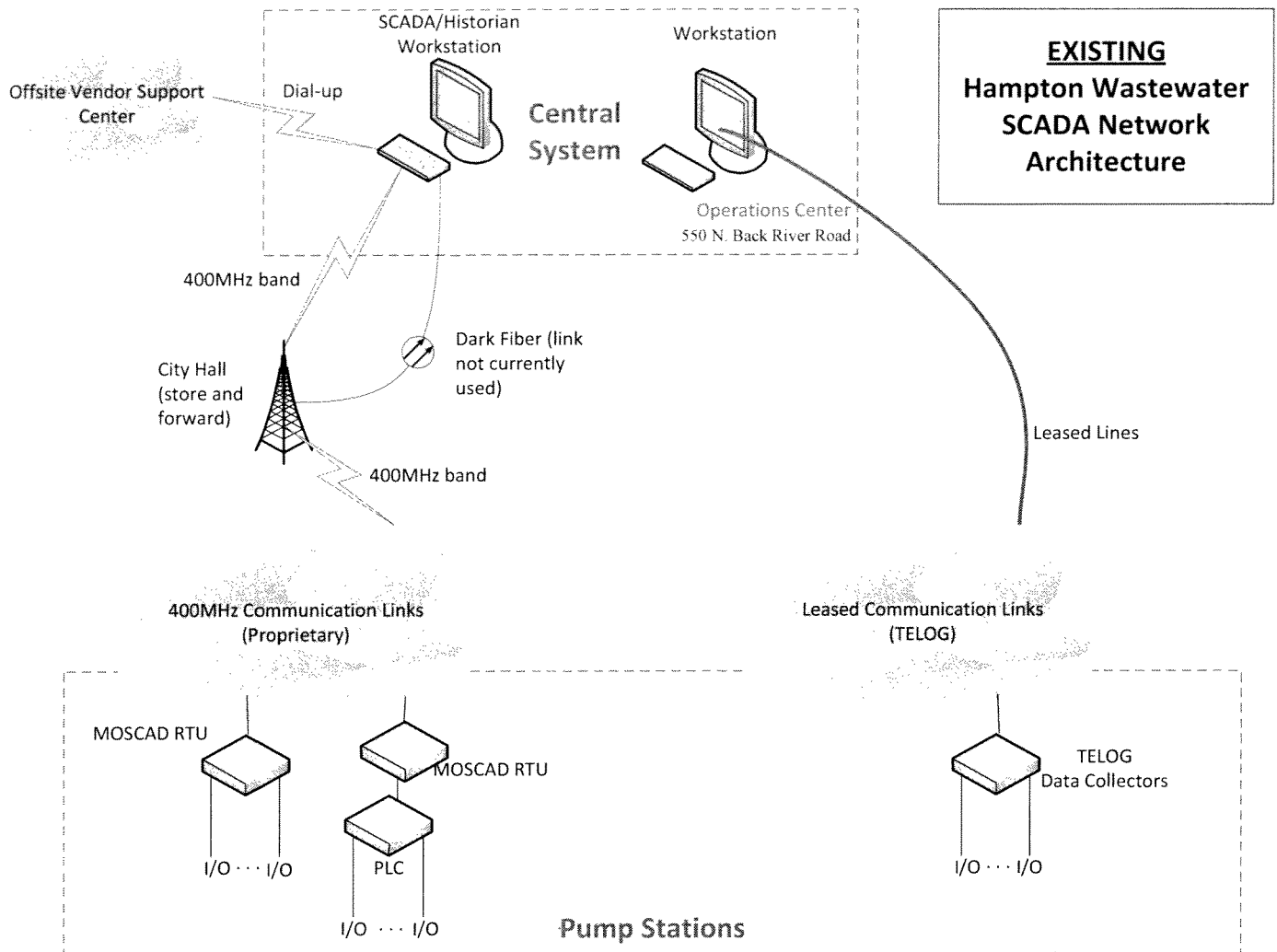
## **TECHNICAL BACKGROUND**

### **EXISTING SYSTEM**

The City currently operates and maintains 104 pump stations that are currently communicating with the City's Central SCADA Software System. The system consists of a mixture of Programmable Logic Controllers (PLCs) and RTUs at each pump station that collect and share data of the monitored equipment at each station. The pump stations use licensed UHF wireless radios for communication with the central software. A single desktop computer at the City's Wastewater Operations Center runs the software that communicates with the RTUs at the pump stations. The existing Intouch Wonderware Central software also requires a separate Historian system. The Telog Historian runs across a separate leased communication network to a separate dedicated computer.

(CONTINUED ON NEXT PAGE)

**Figure 1: Existing Wastewater SCADA Network Architecture**



### **Proposed System**

The City is proposing to implement a fully distributed system with new pump station RTU/PLC/radios, new central system software with expanded capabilities, and expanded wireless communications that will serve to meet the needs of the City. The expanded capabilities will focus on the replacement of central system hardware and software to accommodate an upgrade of the wireless system communications that will facilitate adding additional pump station equipment sensor inputs and improve the reliability of communications. This will be achieved by replacing the existing UHF radio equipment with 900 MHz radio equipment. The City is proposing to replace all of the existing RTUs with new ones.

Proposed system functional needs and features were developed based on discussions with City staff and results of a functionality survey. The general functions desired by the City with the SCADA system upgrade include:

- Use of current PLCs and industry standard RTUs
- Upgrading/replacing the Human Machine Interface (HMI) to a new industry standard package

- Upgrading the radio network to provide a higher speed/data throughput
- Provide standards-based radio equipment, protocols, and central software
- Provide ability to support video and other security enhancements in the future
- Provide a system with secured remote management access to the central software

## II. SCOPE OF SERVICES

### A. General Requirements:

The City is seeking to solicit technical and cost proposals from qualified offerors to furnish, install, and fully integrate improvements to the Pump Station Supervisory Control and Data Acquisition (SCADA) System as specified herein.

### B. Specific Requirements:

The Successful Offeror shall provide all labor, materials, supervision and project management necessary to upgrade the City of Hampton Pump Station SCADA system by providing a comprehensive integrated communication hardware and software solution to meet the needs of the City identified herein.

#### High-level Overview of Scope

Installation of RTUs, wireless communications, and central system software as identified herein.

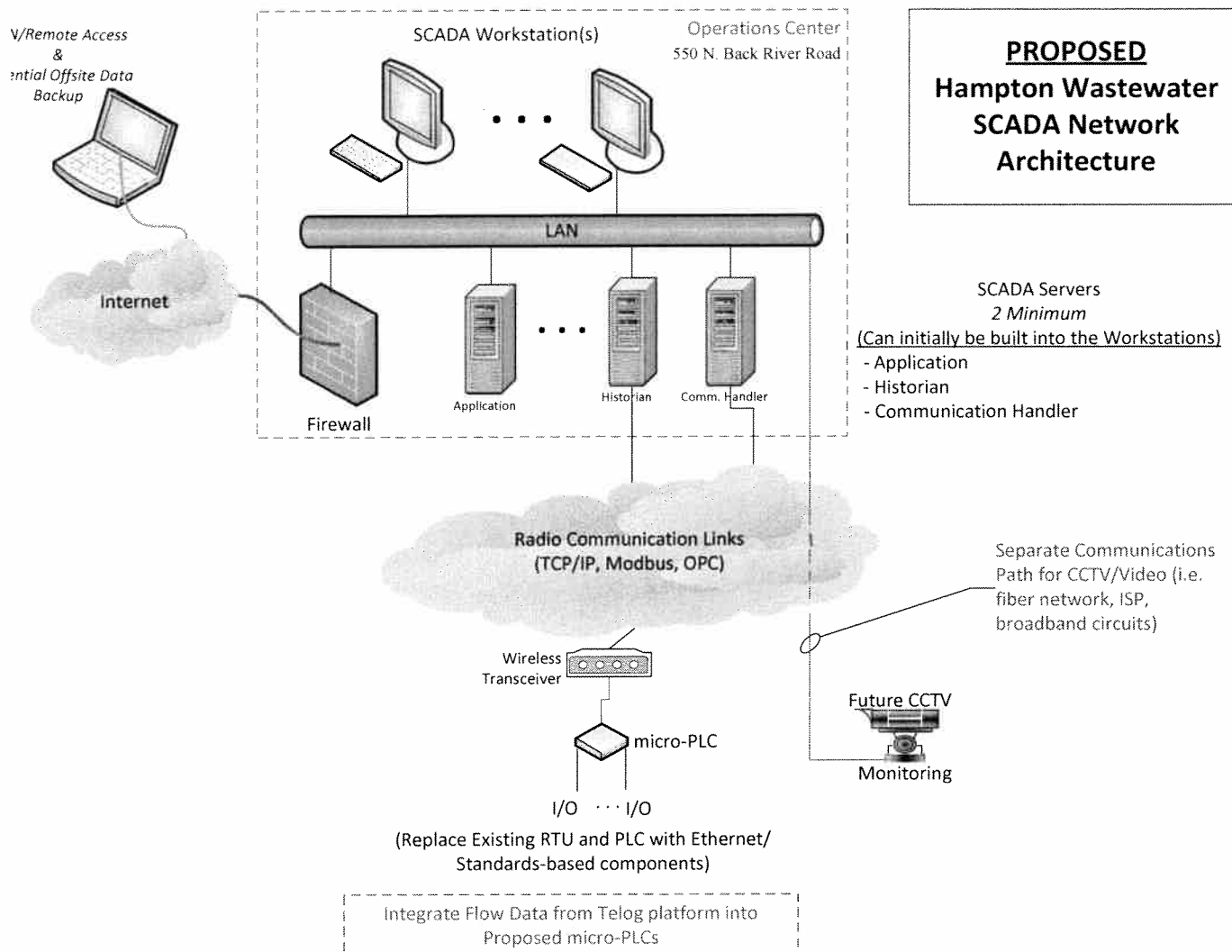
- Furnishing and replacing existing RTUs in pump stations; New RTUs or Micro-PLCs with external Ethernet-based Radios using standards-based (MODBUS, OPC, TCP/IP, and/or approved equal) protocol(s) will replace the functionality of existing field components
  - Ethernet-based components with interfaces to legacy serial (i.e. EIA-232, 422, 485) components
  - Off-the-shelf mini-PLC components for localized automation of site controls, and data reliability.
- Secure FCC license applications for four frequency pairs identified during feasibility phase
- Furnishing and installing licensed 900MHz Wireless Ethernet radios for communication with the central software system
- Furnishing and installing central system hardware and software meeting the identified functional requirements and:
  - Select an open-architecture central system platform that supports a seamless transition from the existing MOSCAD radios to the proposed radio communications equipment during cutover.
  - Establish a unified platform for SCADA, Historian, and Alarm Management to minimize integration and configuration effort and costs.
- Configuring central system software and field RTU/PLCs with pump station parameters
- Integration testing and Acceptance testing
- File Certification of Completion records with the FCC
- Documentation



Proposed SCADA system elements shall conform to the following requirements for hardware and software. The objective of this section is to present the system functional requirements for use by the proposed SCADA system to achieve the desired software, hardware, communication, and associated proposed system architecture/upgrades as depicted in **Figure 2**.

(CONTINUED ON NEXT PAGE)

**Figure 2: Proposed Wastewater SCADA Network Architecture**



## Field Sites to be Upgraded

Table 1 below is a summary of the existing pump stations that shall be upgraded as part of this project.

**Table 1: Existing Pump Station Sites**

Station No.	Station Name	Station Address
1	Victoria Blvd	3725 Victoria Blvd
2	Ivy Home Rd	13 Ivy Home Rd
3	Hampton University	104 College Pl
4	Carnegie St	104 Carnegie St
5	Semple St	14 Semple St
6	Derry Rd	1 Derry Rd
7	Henderson Ln	6 Henderson Ln

<b>Station No.</b>	<b>Station Name</b>	<b>Station Address</b>
10	Phillips Lake	27 Ferguson Ct
11	Ambrose Ln	45 Ambrose Ln
12	Martin Ln	31 Martin Ln
13	Andrews West	1332 S Andrews Blvd
14	Pembroke Ave	501 E Pembroke Ave
15	Boxwood Point	200 Boxwood Point Rd
16	Eberly Terrace	1 Eberly Terr
17	Redwood Street	121 Redwood St
18	Police Firing Range	To be provided to Successful offeror
19	Police K-9 facility	To be provided to Successful Offeror
20	Thomas Street	1320 Thomas St
21	Selondale Drive	5 Selondale Dr
22	Gilbert Street	279 W Gilbert St
23	King Street	1310 King St
24	Longwood Drive	40 Longwood Dr
25	East Mercury	78 E. Mercury Blvd
26	Westmoreland Drive	42 Westmoreland Dr
27	Woodland Drive	370 Woodland Dr
30	1st Street	901 1st St N
31	Andrew East	2302 N Andrews Blvd
32	Second Street	201 Tappan Ave
33	Lafayette Drive	1763 Lafayette Dr
34	Hampshire Drive	4 Hampshire Dr.
35	King Street	6 Walker's Landing Rd
36	Apollo Drive	301 Apollo Dr
37	Gosnold Hope Park	909 Little Back River Rd
38	Howe Farms	70 Haywagon Trail
41	Admiral Court	101 Admiral Ct
42	Harris Landing	29 40910 Harris Landing Rd
43	Fortworth Street	474 Fort Worth St
44	Hall Road	64 Hall Rd
46	Grundland Park	100 Grundland Park Rd
47	Grandview	3 Bonita Dr
48	Hall Road	21 Ashe Meadows Dr
51	Salt Pond Road	241 Salt Pond Rd
98	Newsome Place	27 Newsome Pl
100	Pennsylvania Ave	731 Pennsylvania Ave
101	New Street	1009 New St
102	Kecoughtan Road	2715 Kecoughtan Rd

<b>Station No.</b>	<b>Station Name</b>	<b>Station Address</b>
103	58th Street	2518 58th St
104	Howmet Station	601 40910 Howmet Dr
105	Ryland Road	2719 Ryland Dr
106	Newport News Ave	914 Newport News Ave
107	Michigan DRW	500 Michigan Dr
111	Hampton Terrace	1530 Prince Phillip Dr
112	Evans Street	19 Evans St
113	Leon Lane	1030 Leon Ln
114	Wingfield	927 Thornhill
115	Big Bethel Road South	49 Big Bethal Rd
116	Pine Chapel Road	31 Pine Chapel Rd
117	Commerce Drive	38 Commerce Dr
118	Convention Center	1661 Coliseum Dr
119	Pine Chapel Road	Pine Chapel
121	Westminster	40 Westminster Dr
122	Space Park	413 W Mercury Blvd
123	Riverdale	21 Riverdale Dr
124	Von Schiller Drive	242 Von Schilling Dr
125	Marcella Rd East	144 Marcella Rd
126	Executive Drive	2110 Executive Dr
127	Copperfield Road	1803 Copperfield Rd
130	Big Bethel Road North	1387 Big Bethel Rd
131	Winbleton Terrace	49 Wimbleton Terr
132	Liberty Lane	12 Liberty Ln
133	Deerfield Blvd	119-A Deerfield Blvd
134	Tidemill Lane	64 Tide Mill Ln
135	Thomas Nelson	181 Thomas Nelson Dr
136	Fairmount Drive	22-A Fairmount Ave
137	Floyd Thompson Drive	411 Floyd Thompson Dr
140	Coliseum Drive	2300 Coliseum Dr
141	Hardy Cash	1509 Hardy Cash Dr
142	Estate Drive	32 Estate Dr
143	Butler Farm West	451 Butler Farm Rd
144	Armistead Avenue N.	3333 N. Armistead Ave
145	Westview Lakes	119 Westview Dr
146	Michael Woods	102 Michael Woods Dr
147	Semple Farm	115 Semple Farm Rd
148		1799 N Campus Pkwy
150	Butler Farm East	172 Butler Farm Rd
151	Village Drive	220 Village Dr
152	Wythe Creek Park	203 Challenger Way
153	Marcella Road West	416 Marcella Rd

Station No.	Station Name	Station Address
154	Bellgrade	16 Appaloosa Ct
159	Wellington Walk	1522 Todds Ln
160	Coliseum South	1000 Coliseum Dr
161	Coliseum North	1000 Coliseum Dr
162	Bellwood Road	745 Bellwood Gardens Rd
163	West Park Lane	100 W Parklane
164	Knight Oil	Knight Oil, Kecoughtan Rd
165	Sandy Bottom	1 Sandy Bottom #1
166	Sandy Bottom	2 Sandy Bottom #2
167	Sandy Bottom	3 Sandy Bottom #3
168	Blue Bird Gap Farm	60 Pine Chapel Rd (BIRD)
170	Saunders Road	170 Saunders Rd

## **System Architecture & System Requirements**

### 1.1.1. High Level System Description

#### System Capacity

These requirements describe a SCADA central system that includes the necessary central system hardware and software to support monitoring and control (future) of approximately 180 pump stations (for future expansion) via a communication infrastructure comprised of Ethernet over wireless radios. The central software shall support the option for handling at least 30 closed circuit television (CCTV) digital surveillance cameras envisioned to communicate with the central system over alternative media (e.g. leased lines or fiber) in the future. The City of Hampton will maintain operation of the central software at the Wastewater Operations Center on Back River Road. Users shall have remote access from computers on the City's network and/or computers with remote/secure (e.g. VPN) connections to the City's network. The system shall be sufficiently stable to run continuously (i.e. 24/7) and unattended outside of standard weekday peak hours.

The system shall include centralized pump station functionality. Control shall be distributed with the local pump station, monitoring local operations, maintaining a consistent time source, and allow for central based scheduled and manual overrides. The system shall support the future application of polling, viewing, and controlling CCTV cameras at the pump stations.

#### Communication System

The existing SCADA system is comprised of a collection of PLCs and RTUs in 104 sanitary sewer pump stations around the City that communicate back to the central software system. The proposed system shall have a central distributed architecture, where the central system will communicate directly with each RTU/PLC currently connected to central operations center to monitor pump station equipment and provide upload and download capabilities and the ability to support closed circuit television (CCTV) cameras in the future. All proposed equipment shall utilize standards-based protocols for communication between the central system software and the field RTU/PLCs (e.g. MODBUS, OPC, TCP/IP, or approved equal).

The proposals may include any or all of the following four potential master station locations for the new SCADA system:

- Big Bethel
  - Latitude: 37-05-07.5 N

- Longitude: 76-25-35.8 W
- Bluebird
  - Latitude: 37-01-58.0 N
  - Longitude: 76-23-22.0 W
- Buckroe
  - Latitude: 37-02-48.5 N
  - Longitude: 76-17-46.8 W
- Hampton City Hall
  - Latitude: 37-01-42.5 N
  - Longitude: 76-20-34.8 W

In general SCADA antennas at the three public safety sites (Big Bethel, Bluebird, Buckroe) must have a minimum of 20 feet of vertical separation from the existing public safety antennas. However, if the SCADA system uses separate Tx and Rx antennas, the SCADA Rx antenna can be mounted closer (and in the same plane) to the 800 MHz public safety LMR Rx antenna, if needed. Offerors should state in proposals if this is their intent.

The “preferred” SCADA frequency band will be 900 MHz licensed (952/928 band), where “transmit” frequencies range from 952.000 to 952.850 MHz, and “receive” frequencies range from 928.000 MHz to 928.850 MHz, forming frequency pairs exactly 24 MHz apart. The bandwidth has been selected at 12.5 kHz per channel. While FCC licenses have not been issued at this point, the City of Hampton has researched the following frequency pairs (one per site) with the intent that the selected Offeror will coordinate and file with the FCC for the potential sites below, if the Offeror plans to use them:

Site Name	Transmit Frequency (MHz)	Receive Frequency (MHz)
Big Bethel	952.39375	928.39375
Bluebird	952.44375	928.44375
Buckroe	952.65625	928.65625
Hampton City Hall	952.01875	928.01875

NOTE: The remote sites that communicate with these master sites would have their receivers listening on the transmit frequencies (listed above) and likewise their transmit frequency would match the receive frequencies listed above. These frequency pairs do not pose significant inter-modulation risks to known receivers at those locations. Other frequency pairs may be available, if additional frequency pairs are needed.

For purposes of the evaluation of the Offeror’s system, please supply the following information for reference in proposals:

1. Remote transmitter power: \_\_\_\_\_ watts
2. Remote antenna type: directional or omni, gain equal to \_\_\_\_\_ dBi
3. Master transmitter power: \_\_\_\_\_ watts
4. Master antennas: Omni with gain equal to \_\_\_\_\_ dBi

Unless the Offeror requires other antenna notes, the following shall apply:

1. Remote antennas would be mounted no more than 10 feet above average site terrain unless otherwise needed
2. Master antenna would be mounted no less than 20 feet below and away from existing public safety antennas (exception is for separate SCADA Tx/Rx antennas near 800 MHz Rx antennas noted above)

The Offeror is responsible for the following:

1. Obtain approval from the City concerning changes to the above
2. Rerun IM studies for any new frequencies proposed and submit for approval
3. Submit FCC applications and obtain license(s)

The vendor is responsible to submit an IM Test Procedure for approval. Once the vendor's system is installed and ready for testing, the vendor must test to verify there is no harmful IM on any public safety frequency at each site. Should harmful interference be observed, the vendor is responsible to mitigate the interference before continuous operation (other than testing) is approved.

Big Bethel is a new tower, while both Bluebird and Buckroe towers have undergone extensive tower strengthening modifications. The current structural analysis reports will be made available to the successful vendor. Prior to adding SCADA equipment to any tower, the successful vendor is responsible to have each tower analyzed by a City-approved, Professional Engineer licensed to practice in the State of Virginia showing that any added antennas/feed lines/etc. at each tower site will not cause the structure to fail TIA222-G standards for Structure Classification III and 130 MPH basic wind speed with ice.

The successful vendor is also responsible to have further modifications done (if necessary) with the sole approval of the City for both design modifications and workmanship. Pricing for such tower design modifications will be covered as an addendum, if required, but the Offerors shall demonstrate experience supporting this type of effort.

### System Data

The system shall have RTUs that store pump, rainfall, flow, volumetric flow calculations (at stations without flow meters), wet well level, and force main pressure data. Local memory storage is required to continue to collect data during loss of central communications and primary power. Local memory storage will be easily accessible (such as portable flash memory cards/drive) for incorporating and manipulating recovered data as a fundamental requirement. Data shall be buffered/stored locally a minimum of 14 days in the event of a communication outage with central in order to continue monitoring pump station performance during these events, such as inflow/outflow data and wet-well levels. The existing system records this data to a Historian, but it is not readily accessible through the existing Central Software. The proposed system shall provide a means of addressing this existing shortcoming.

### System Integration and Support Equipment

The system shall be designed for a phased implementation process in which the Successful Offeror will supply new RTUs, central software, and wireless communications, central system integration, and system support equipment.

The Successful Offeror shall provide all hardware, software, and other equipment necessary as well as provide training for a complete and operational SCADA system.

## Client-Server/Graphical User Interface

The system shall have a client-server local network environment and be Microsoft Windows-based, with an intuitive graphical user interface (GUI), mapping and display functionality, and support seamless cutting and pasting between standard Windows applications such as Microsoft Office Word and Excel and the signal system application. All system information shall be stored in a centralized multi-user database. It shall monitor system components and alert operators of unexpected conditions; log and time stamp all important activity, provide device status displays, and allow the creation of a variety of reports to facilitate management of the system and monitoring of system performance.

The location of the proposed central servers shall be at the Wastewater Operations Center at 500 N. Back River Rd in Hampton.

Alarms will be displayed on the central system computer(s) with additional options for email and SMS alerts.

## Phased System Transition

As new RTUs are installed at pump stations on the new central system, the pump station can then be transitioned from being monitored by the existing central system. The proposed RTUs are to be integrated with the proposed licensed 900MHz wireless Ethernet radio network for communications with the central system. Fiber optic backhaul may be used in a later phase to provide network redundancy.

### 1.1.2. Operating System (OS)

The operating system for servers shall be Microsoft Windows Server 2008 Standard Edition (or the latest version if a later version becomes available). The operating system for client workstations shall be Microsoft Windows 7 Professional.

### 1.1.3. Local Area Network (LAN)

Phase 1 of the SCADA system upgrade shall consist of deploying new RTU/PLCs with native Ethernet communications ports that will communicate using wireless communications. The operations center shall accommodate all connected LAN devices (computers, radios, etc.) with 25% spare capacity and at a minimum support up to 180 pump stations in the future.

The field-to-central network shall be based on an Ethernet platform and shall accommodate communications over wireless communications and potentially fiber optic cabling in the future. The new radios shall use licensed 900 MHz frequencies. The City has identified four frequency pairs that are available in the 900MHz band (one pair for each of 4 towers located throughout the City including City Hall). Wireless transmissions for pump stations shall support a data throughput rate of 19.2kbps at a minimum. The Offeror will be required to complete the FCC application for officially securing these licenses in the City's name. Beyond this first phase, a core fiber optic ring may be introduced as a backhaul element (where deployed) to communicate with the central system for higher speed applications (e.g. CCTV cameras).

Firewalls shall be provided and be appropriately configured for proper security for interfaces with other City departments, external organizations, and the Internet.



#### 1.1.4. Servers and Workstations

Workstations, servers, printers, and computer hardware shall be provided by the City; however, the successful offeror shall provide equipment needed for device connection. Performance of server and workstation hardware is a continual and rapidly changing environment. The following section provides general guidelines for the performance of proposed servers and workstations to support the City of Hampton SCADA system deployment. These guidelines should be re-visited prior to final procurement of central system equipment to provide the City with the optimum configurations that are on the market at the time of purchase. The Offeror shall provide the City with minimum computing hardware requirements for the offered solution using the following guidelines as a minimum baseline.

##### Application/Historian/Communication server

An application server shall be provided to run the central system software, house the database, and be a central storage location for system files meeting the following minimum requirements:

- Tower form-factor
- Support for two or more six-core Processors (i.e. 64-bit Intel Xeon processor at 2.4 GHz/8 MB Cache, 1333 MHz Max Mem (or performance equivalent)
- At least three 10,000 rpm hard drives configured in a RAID 5 operation mode with sufficient capacity and 100% spare storage capacity. 2 TB minimum
- 16 GB of Double-Data Rate (DDR3 or better) Synchronous Dynamic Random Access Memory (SDRAM), minimum
- Dual-port 10/100/1000 Mbps Ethernet network interface adapter
- DVD+/-RW burner and CD/DVD-ROM reader combination drive
- Redundant power supplies
- Redundant cooling fans
- 1RU rack-mount keyboard, monitor, and mouse drawer equipped with a 15" LCD monitor rated for a minimum of 1024x768 pixel resolution
- Keyboard/video/mouse (KVM) switch accommodating at inputs from at least 8 servers/workstations, and at least two outputs including the keyboard, monitor, and mouse drawer, and at least one USB port and one serial port.

The servers shall come with the following software installed:

- Microsoft *Windows 2008 Server* Standard Edition R2 64-bit Operating System (or later approved version)
- Standard database formats (i.e. MS SQL Server, Oracle, etc.)

Servers shall be installed at the Wastewater operations center. The servers shall support file synchronization/mirroring at least once a day to minimize data loss in the event of primary server outage. Engineering or IT will backup server data from Network Attached Storage (NAS) devices. Servers shall be covered under a 5-year, 24/7 technical support warranty per City standards.

##### Workstations

Two (2) client workstations shall be provided at the Wastewater operations center for operators to use the system. They shall have identical specifications and shall meet the following minimum requirements:

- 64-bit processor system (i.e. Intel Core i7 processor (or performance equivalent))
- 8 GB (DDR3 or better)-SDRAM
- 1 TB (min) hard drive
- 10/100/1000 Mbps Ethernet network adapter
- 1 GB Video Card
- DVD+/-RW burner and CD/DVD-ROM reader combination drive
- Dual 24" LCD flat panel monitors, 1920 x 1080 pixel resolution
- Minimum two USB ports
- Keyboard, mouse

The workstations shall come with the following other software installed:

- Microsoft *Windows 7 Professional* 64-bit Operating System
- Microsoft *Office 2010* Standard Edition

#### 1.1.5. Uninterruptible Power Supplies

##### Server UPS

Uninterruptible Power Supplies (UPS) shall be included that can support all central system components—including workstations—running without disruption for at least the first 30 minutes of a power outage. The UPS shall initiate an orderly shutdown of all operating systems prior to loss of UPS power. Sufficient tower-form UPS's shall be provided for the central servers. To satisfy the requirements, each UPS shall have the server loads distributed between them. Dual power supply cords from each server shall be divided between two UPS devices. UPS power management software shall be provided for connected servers to fail over to the secondary UPS in the event the other UPS fails or is taken off-line for maintenance, exchanging batteries, etc. The software shall provide the functionality to automatically shut-down the attached servers only if both of the UPS devices lose primary power.

##### Workstation UPS

Workstations shall be provided with stand-alone UPS devices to support operations for a minimum of 10 minutes. Software shall be provided and installed on each workstation with the functionality to automatically shut-down the attached workstation if the UPS device loses primary power and its batteries are nearing depletion.

#### 1.1.6. Multiple Site Access

The system shall allow multiple users (up to ten) from one or more locations (i.e. Wastewater operation center, field network locations, etc.) to access the system concurrently over an Ethernet-attached network interface, and virtual private network (VPN) over the Internet.

#### 1.1.7. Data Backups

Hard drive images for each server and workstation shall be provided on DVD that can restore all computers to their settings at system acceptance, i.e., including all installed software and all database

configurations. Windows Terminal Services or other equivalent service (e.g. Citrix) may be used with prior approval by City IT.

Wastewater or the Department of Information Technology will establish a remote storage location for backup of the SCADA system server(s) as part of normal backup routines for application servers.

#### 1.1.8. System Capacity

The system shall accommodate at least 180 pump stations.

The system shall accommodate at least 1000 system tags.

The system shall accommodate at least 30 CCTV cameras for future functionality support.

The system shall accommodate at least 10 concurrent users, including remote users.

#### 1.1.9. Security/Reliability

##### Start-up and Shutdown

At initial startup, the system shall begin normal operation with no prior state information.

The system shall save all data and end all processes in an orderly manner at user-initiated system shutdown.

The system shall save all data and end all processes in an orderly manner upon shutdown of the operating system.

Startup and shutdown operations shall be logged and/or initiate a user-defined alarm, where possible.

##### User Access Permissions

In addition to the network security features provided by the Windows Operating System, the software shall provide customizable levels of access security. Each user must enter a login name and password before gaining access to the software. The system shall archive all login and logout activity.

The system shall accept any number of users to be configured onto the database. The system shall have a minimum of three levels of security, as follows:

- Admin User
- Read/Write User
- Read Only User

The top level (Admin User) shall provide for total access (i.e. permit the operator to view and change all information in the system). Only users with this authorization shall be permitted to view or change access security codes, add new users and delete existing users.

A bottom level (Read Only User) shall permit viewing of all information (except access security codes) and reports, yet not permit the operator to make any changes to the database.

The middle level (Read/Write User) shall permit the viewing of all information and permit the operator to perform common user commands and make required database changes. It is envisioned that most "every-day" users of the system will have this level of security.

The system shall also provide the ability to customize each user's privileges with respect to system functionality. Specific privileges shall be configurable for each user, with respect to each of the following functions:

- User Setup (Admin User Only)
- System Preferences

- Servers Setup
- Scheduler
- Communications Failure Alerts
- Monitor/Conflict Flash Alerts
- RTU/PLC Error Alerts
- Upload/Download Commands
- Manual Commands

All login and logout activity shall be logged.

### Remote Access

Users shall be able to access the system remotely via dial-up, or VPN over the Internet at a minimum. Remote access shall be protected by proper user security privileges and require regular password permission review and changes to provide adequate protection of the central system.

### Texting/Short Message Service (SMS)

The system shall have the ability to send SMS/texts. The system shall be configurable to mobile numbers at user-defined alarm conditions. The system shall allow the user to configure which number(s) are texted for different alarm conditions. The system shall be configurable to SMS/text different numbers at different times of day and day of the week.

### Clock Synchronization

The system shall be able to broadcast time to servers, workstations, and field devices at user defined intervals. Servers shall keep their system time synchronized with the NTP server at all times. Workstations shall synchronize their clocks to the NTP server at login, or an agreed upon interval.

#### 1.1.10. System Feature Requirements

### Graphical User Interface

The graphical user interface (GUI) shall be the primary means to access system features and displays. It shall conform to Microsoft Windows standards and be consistent, intuitive and easy-to-navigate. It shall make use of menus, dialog boxes, and icons to minimize reliance on a manual for most tasks. Keyboard shortcuts shall be provided for common system functions. Graphical displays shall not affect system performance.

### System Map

The system shall support the display of a system map of the City of Hampton with icons denoting system devices and various status levels for different devices. The map shall be dynamic in nature such that the background can be updated without reconfiguring the system device icons. System maps shall support a variety of vector and raster graphics formats as the background. Supported vector formats shall include at least one or more of the following:

- ESRI shape files
- CAD drawings (.dwg, .dxf, .dgn)
- Spatial database engine (SDE) layers

Supported raster file formats shall include at least one or more of the following:

- Bitmap (.bmp)
- JPEG (.jpg)
- Tagged Image File Format (TIFF) (.tif)

## Panning, Zooming, and Layers

The system map shall support panning and zooming.

The system map shall support multiple layers so that different types of background information can be turned on and off as desired. Panning and zooming shall not cause layers to misalign. For ESRI GIS-based layers, the user shall have the ability to change colors, fonts, and line weights. The user shall be able to re-order layers without removing and re-adding.

The user shall be able to set a minimum zoom level for each layer and system device on the map. This shall be the zoom level beyond which the layer or device is not viewable. This controls the level of detail/information shown when viewing a wide geographic area.

Map icons shall be user-selectable and change in size commensurate with the zoom level.

The system shall allow the user to define saved map views that can be selected later. For instance, users should be able to select a saved map view to quickly zoom to a particular control group or geographic area of the City.

## Adding and Modifying Devices or Objects

These devices shall be selectable from the map so the user can view status and properties, or edit parameters/settings. These icons shall update in real-time at a refresh rate of once per second to show high-level status such as the mode of operation at an intersection.

The map GUI shall provide a straightforward means to add devices to the map, remove devices from the map, or move devices on the map.

The map shall support display of a user-editable legend defining icons.

The user shall be able to assign hyperlinks to icons on the map so that clicking on the hyperlink automatically opens a web browser window to the specified URL (e.g. Intranet/Internet address).

### 1.1.11. Pump Station Monitoring

The system shall provide the user the ability to monitor individual pump stations to view their operation and status in real-time.

## Local Device Status Schematics

The system shall provide the ability to view static and dynamic pump station equipment information in real-time. At a minimum, static information shall include wet well level, and door open status at a minimum. Dynamic information shall include pump speed, alarm status (if any), and flow data. The refresh rate shall be once per minute while simultaneously monitoring up to 180 pump stations.

### 1.1.12. Database Features

All system data shall be stored in a database management system (DBMS) back-end. The DBMS shall support common data exchanges with other databases using Open Database Connectivity (ODBC) or similar open exchange formats. All DBMS entries shall be checked for data type and allowable range to ensure data integrity. DBMS shall be commercial off-the-shelf (COTS) and be SQL from third party vendors including MS or Oracle.

The software shall provide user-friendly database facilities that allow changes to be put into effect while the system remains fully operational.

#### 1.1.13. Status Monitoring

The system shall monitor all field devices and log activity such as:

- Communication errors
- Pump failure
- Pump on/off
- Power loss
- Level alarms
- Station door open
- Conflicting local RTU and system data
- Local manual control

#### Status Displays

The system shall provide real-time status displays, refreshed once per minute, with detailed information on the following:

- Pump status
- Flow rate
- Levels
- Alarm status'

#### 1.1.14. Reporting

Under the current Hampton Roads regional consent order, the City is required to monitor and report wastewater system data to ensure compliance with applicable environmental regulations. Therefore, the proposed Central Software solution will be required to have reporting capabilities in compliance with the requirements identified in the consent order.

#### Predefined Reports

The system shall produce a variety of predefined reports in widely available formats, including .pdf, .xls, and .asc to help users manage system performance. Reports shall include a high level of detail and be professional in appearance in order to not require substantial formatting before being distributed to stakeholders. Predefined reports shall include, at a minimum, for either intersections or control groups:

- Communication faults
- Device faults
- Local alarms

#### Custom Reports

The system shall allow users to define custom reports from any database entry either from scratch or based on a predefined report. In addition to the above functionality, third party report tools (e.g. Crystal Reports (or equal), may be provided to generate the required reports.

#### Event Log

An event log shall record system activity by date and time. It shall be viewable, sortable, filterable, and printable.

#### 1.1.15. RTU Hardware

- Shall store all monitoring and control parameters in flash memory. Settings shall not be lost during power outages.

- Shall have a front panel multi-line alphanumeric backlit display to show all operational parameters and states.
- Surge protection shall be provided for all hardware.
- Shall meet applicable UL and NEMA environmental standards. Unless otherwise specified herein, enclosures shall be:
  - NEMA 1A (gasketed) when located in environmentally controlled spaces such as control rooms, electric rooms, and similar locations.
  - NEMA 12 when located in dry, indoor process areas.
  - NEMA 4X fiberglass or stainless steel when located in damp/wet, indoor, corrosive process areas.
  - NEMA 4X stainless steel for all outdoor locations.
  - Suitable for the specific Class, Division, and Group when located in hazardous locations.

#### 1.1.16. RTU Communications

- The software shall be updatable from a computer or laptop via serial or Ethernet connections.
- Built-in 10-Base T (or better) Ethernet and Serial ports.
- Shall be able to receive time broadcasts from the central system software or a Network Time Protocol (NTP) server to update internal clocks.
- RTU shall have non-volatile memory storage of pump station sensor data for a minimum of 14 days during an absence of central communications

#### 1.1.17. Logs

- Local Alarm Log
- Communications Fault Log
- Detector Fault Log

#### 1.1.18. Diagnostics & Status Displays

- Pump/Device Diagnostics
- Hardware I/O Status Display

#### 1.1.19. System Communications with Field Equipment

The system shall communicate with all field equipment at a minimum of once-per-minute to monitor status. Should communication between the central system and a pump station fail, the RTU shall revert to its local TBC settings.

### Project Management

Offeror's team, staffing qualification requirements, and project management skills must be adequate for installing and implementing the proposed system as outlined in the City of Hampton Functional Requirements. The Offeror shall have a North American Office, the supplier's project manager must be based in North America and be able to provide on-site support within 24-hours. If sub-consultants will be utilized, they also must meet the location requirements and the technical support requirements for the components they will be providing.

### System Baseline Stability

The solution proposed by the Offeror in response to the RFP shall have been previously deployed in three existing North American deployments and be in current operation, whereby the hardware and software has been installed for at least 2 years.

## Maintenance Support

Offerors must demonstrate the availability of permanent, North American based maintenance and technical support staff able to answer technical support phone calls during normal business hours for the City of Hampton (8AM – 5PM, Eastern Time) and be able to provide on-site support within 24-hours. If sub-consultants will be utilized, they also must meet the location requirements and the technical support requirements for the components they will be providing.

## Implementation

The Offeror shall be capable of performing all work necessary to provide the aforementioned system to the City. Specific activities to be completed include the following, which shall be completed by the Offeror or a sub-contractor to the Offeror.

1. The Offeror shall extract settings and data from all existing RTUs and PLCs (where applicable) and enter the data into new RTUs and PLCs. After the successful transfer of settings, the Offeror shall install the new RTU/PLC in the existing cabinet/station.
2. At locations identified in this project, the Offeror shall install wireless Ethernet licensed 900MHz radios to provide communications between pump stations and the central system. This will include the installation of the wireless radio/switch, antenna, and integration with the RTU/PLCs and field equipment. The City must be transitioned from the existing UHF radios by January 2013 in compliance with the FCC narrowbanding requirements. The Offeror's scheduled implementation must account for this requirement in the proposal in order to avoid penalties.

## Integration

The Successful Offeror shall install and integrate the central system software on new computer equipment, which will be located at the City's Operation Center on Back River Road. This will include the configuration of the central software system map that displays each signalized intersection, local pump station graphics based on Site-specific conditions/equipment, and operational information. The Offeror shall demonstrate successful communication and monitoring of field equipment from the Operations Center. Successful communication is defined, at a minimum, as the ability to monitor pump station operations, modify RTU settings, and upload/download RTU data.

## Testing and System Acceptance

The Successful Offeror shall provide a detailed Testing Strategy as part of their response to the RFP to include thorough testing of existing and all proposed equipment to be installed. The Testing Strategy shall be approved by the City and in compliance with this document prior to the Successful Offeror conducting any tests. The test strategy shall include, but not be limited to, standalone testing of the pump station RTU/PLC, testing the wireless Ethernet system, signal strength, and signal reliability; testing existing communications media for proper operation, and testing for proper operation and execution of the minimum system requirements of the central system software identified in the High-Level Overview of Scope. Documentation of all testing activities shall be supplied to the City upon successful completion of the testing and observation period.

## Training

The system shall include initial training for Department of Wastewater staff in compliance with this document. Provide a description and an outline of the system's training program with your proposal.

The successful implementation of the new SCADA system software will require an extensive training program. The Successful Offeror shall work closely with the City of Hampton's Department of Wastewater to develop a training plan designed to bring comprehensive SCADA system instruction to Wastewater staff. The Successful Offeror shall provide training materials for full implementation.

The Department of Wastewater will be given the right to reproduce all training materials as needed.

- Materials shall include practice exercises, "cookbook-type" fast reference guides, and training manuals.
- These materials should be created in a widely used format, such as Microsoft Word, Power Point, or PDF.
- The successful Offeror must specify what core knowledge/skills will be required for the technical staff.
- The City will own all training materials.



It is expected that all training be conducted at a City of Hampton facility, unless otherwise approved. The Successful Offeror must provide training options that are instructional and interactive or hands-on. The Successful Offeror shall also specify what training a third-party supplier may provide, the duration of the training, and the level of the training.

City staff training needs, as detailed in this document, are expected to include:

- Operation of the central system
- Operation of the local RTU and pump station equipment
- Operation of the wireless Ethernet communications
- Troubleshooting and repair

2. The City requires that the Contractor follow certain business practices in order to successfully compete for this contract:

2.1.1. Contractor shall perform services to the highest standards in the Telemetry industry.

In its offer, Offeror must provide a firm-fixed price for each item listed below. Offerors must also provide its Virginia Class A Contractors License, descriptive literature, as described in the Descriptive Literature paragraph of this solicitation and include, not only, a record of Offeror's experience in providing comparable services, but also states Bidder's acknowledgement that the product and services offered will be in accordance with the provisions of the RFP. The City reserves the right to split the award of this RFP should it be determined by the City, in its sole discretion, to be in the City's best interest as outlined in paragraph DD.

### III. PROJECT SCHEDULE

*The City anticipates that implementation will take place in the phases indicated below:*

- |                                  |                             |
|----------------------------------|-----------------------------|
| - Advertise Request for Proposal | July 31, 2012               |
| - Pre-Proposal Conference        | August 7, 2012 @ 10:00 a.m. |
| - Proposal Questions Cut Off:    | August 9, 2012 @ 4:30 p.m.  |
| - Proposal Submission Deadline   | August 14, 2012 @ 2:00 P.M. |

## IV. SPECIAL INSTRUCTIONS TO THE OFFEROR

### A. DEFINITIONS

Issuing Office:

Wherever used in this Request for Proposal, Issuing Office will be:

Carol G. Evans, Buyer  
Consolidated Procurement Division  
Community, Municipal Services/Education  
1 Franklin Street, Suite 345  
Hampton, VA 23669  
Phone: (757) 727-2204  
Fax: (757) 727-2207  
Email: cgevans@hampton.gov

Contract Administrator:

Wherever used in this Request for Proposal and for purposes of any notices under this contract, the City Contract Administrator will be:

Jason L. Mitchell  
Wastewater Operations  
Public Works Department  
550 N. Back River Road  
Hampton, VA 23669  
757 726-2950 (Office)  
757 726-2836 (Fax)  
Email: jlmitchell@hampton.gov

### B. Contact with City/THE CITY Staff, Representatives, and/or Agents:

Direct contact with City staff, representatives, and/or agents other than Consolidated Procurement Division staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent or designated representative.

### C. Pre-Proposal Conference:

A Pre-Proposal conference will be held on **Tuesday, August 7, 2012 at 10:00 a.m.** in the Training Room #550, Department of Public Works, 550 North Back River Road to answer any questions regarding this RFP. Any changes determined necessary as a result of this conference or any other source that may affect the responses to the Proposal will be formally addressed by the Issuing Office via addenda. Attending this conference is **MANDATORY**.

### D. Site Visit:

Immediately following the pre-proposal conference on **Tuesday, August 7, 2012**, the City will conduct a site visit for Offerors intending to submit a proposal in response to this RFP.

### E. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office, must contact the Issuing Office and provide Offeror's name, address, contact person, telephone and fax number, and the RFP Item

Number. Offeror will be added to the City's Planholders' list and will receive notification of any addenda to the RFP.

#### **F. Questions:**

Offerors must submit questions regarding the Request For Proposal in writing to the Issuing Office at (757) 727-2207 no later than **4:30 PM EST August 9, 2012**. Necessary replies will be issued to all Offerors of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the Proposal documents.

Offeror is responsible for checking the City of Hampton web site at [www.hampton.gov/bids-contracts](http://www.hampton.gov/bids-contracts) or contacting the Issuing Office within 48 hours prior to Proposal closing to secure any addenda issued for this RFP.

#### **G. Changes or Modifications:**

Changes or modifications to this Request for Proposals made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space provided on the cover page of this Request for Proposal. Oral communications are not a part of the Proposal documents. This RFP and any addenda shall be incorporated, by reference, into any resulting contract.

#### **H. RFP Closing:**

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this Request for Proposal. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

#### **I. Proposal Submittal Requirements**

1. Each Proposal submission shall be submitted to the Issuing Office and shall include the following documents:
  - a. The cover page of this Request for Proposal, which will contain:
    - 1) Original signature of an agent authorized to bind the company;
    - 2) Requested contact information;
    - 3) Company FEI/FIN number; and,
    - 4) Acknowledgment of any addenda on page one (1);
  - b. System Functionality Matrix - Attachment A
  - c. Pricing Schedule-Attachment B
  - d. Proposed Implementation Schedule-Attachment C
  - e. Completed and signed anticollusion/nondiscrimination clauses on page 2;
2. Offerors are encouraged to submit their Proposals on recycled paper and to use double-sided copying.
3. Proposals must be submitted utilizing the following requirements:
  - a. Offerors shall submit proposals in a sealed envelope or package, and label the envelope or package with the Request for Proposal's item number and the name and address of the Offeror. **Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.**
  - b. Submit the original and eight (8) copies of the proposal.
  - c. All proposals shall be received and time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page of this Request for Proposal. Any proposal received after the specified date and time (2:01 PM EST or later) will not be considered and will be returned to the Offeror unopened.

- d. Proposals must include all elements noted in the "Preparation of Proposals" section below.
- e. Include a statement setting forth the basis for protection of proprietary information, if any, as detailed in the "Proprietary Information/Disclosure" section.
- f. Proposals are to be organized in the following tabs:

Tab 1 – Functional Requirements

Tab 2 – Implementation Services

Tab 3 – Experience and Qualifications of Firm and Proposed Staff

Tab 4 – Pricing

Tab 5 – Quality of proposal submission

#### **J. Evaluation of Proposals:**

1. After the proposal opening, the City will select for further consideration two or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on Offerors' responses to the information requested in this RFP.

2. The following criteria will be used in the evaluation process:

Offeror's **Functional Requirements** in providing the services requested;

Offeror's **Implementation Services** to perform the services required;

Offeror's **Experience and Qualifications** to perform the services required;

Offeror's **Pricing** structure; and

Offeror's **Quality of proposal submission**.

3. Exceptions/Alternatives will also be considered.
4. Based on the initial evaluation, the City may request the selected Offerors to make oral presentations. Thereafter, City will conduct negotiations with each of the selected short-listed Offerors. Individuals representing the Offeror during negotiations shall have the authority to negotiate and contractually bind the company to a contract.
5. After negotiations are completed, the City will select the Offeror who, in the City opinion, has made the best proposal and shall award the contract to that Offeror (referred to in this RFP as the Contractor). Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
6. The City is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

#### **K. Presentation/Demonstration:**

If in the City's opinion, vendor presentations or demonstrations of the Offeror's proposed system's features and capabilities are warranted, the City will notify the appropriate vendors. Such presentation or demonstration will be at the City site at a date and time mutually agreed to between the City and Offeror and will be at the Offeror's expense.

#### **L. Preparation of Proposals:**

In presenting their proposals, Offerors are encouraged to be thorough in addressing the **Specific Requirements**, the **Preparation Guidelines**, and the **Proposal Submittal Requirements** as outlined in this RFP.

To facilitate the City's evaluation of Offeror's proposal, Offeror is to number all pages of its proposal and provide tabs as indicated above. **Offeror must fully address each of the following items and submit proposals using the following format:**

- V. Selection of the successful Offeror will be based upon submission of proposals meeting the selection criteria. The City will form an evaluation committee to review, rank, and shortlist Offerors for subsequent consideration and/or negotiations. The minimum selection criteria will include:

EVALUATION CRITERIA	
1.	<p>Functional Requirements</p> <ul style="list-style-type: none"> <li>• Extent to which the proposed hardware and software meet the RFP's functional requirements</li> <li>• Compliance with the RFP's technical requirements</li> <li>• Extent of modifications required to meet requirements</li> <li>• Innovative solutions</li> <li>• Ease of use</li> <li>• Reporting capability/sample reports demonstrating this capability</li> <li>• Test and acceptance plan and criteria</li> <li>• Demonstration / Bench Testing (short-listed offerors)</li> </ul>
2	<p>Implementation Services</p> <ul style="list-style-type: none"> <li>• Project Technical Approach</li> <li>• Project Plan and Schedule</li> <li>• Project Management</li> <li>• Integration</li> <li>• Training – methodology, training curriculum, support</li> <li>• System Acceptance</li> <li>• Current Workload and ability to complete required work within schedule</li> </ul>

3	<b>Experience and Qualifications of Firm and Proposed Staff</b> <ul style="list-style-type: none"> <li>• Installations (number and size) in a similar system environment</li> <li>• Financial Stability of Firm</li> <li>• References</li> <li>• Resumes of proposed staff</li> <li>• Team organization and amount of experience as a team</li> <li>• Availability and degree of support services</li> </ul>	
4	<b>Pricing</b> <ul style="list-style-type: none"> <li>• Base price</li> <li>• Scalability</li> <li>• Cost of additional/optional components and modules.</li> <li>• Recurring costs</li> <li>• Annual software support and maintenance support</li> </ul>	
5	<ul style="list-style-type: none"> <li>• Quality of proposal submission</li> </ul>	

A **minimum** of four (4) references for which Offeror has completed services comparable to those described in this RFP. Include references for work performed in an environment comparable to THE CITY'. For each reference, detail:

Name of firm;

Address of firm;

Name, title, address, e-mail address, and phone and fax number of a contact for the firm;

Number of years Offeror has served the firm; and

Brief summary of scope of services provided.

Information detailing projects of similar scope Offeror is currently engaged in, including:

Name of firm;

Address of firm;

Name, title, address, e-mail address, and phone and fax number of a contact for the firm;

Number of years Offeror has served the firm; and

Brief summary of scope of services being provided.

Other available documentation to verify Offeror's experience.

A statement detailing why the Offeror is the best candidate to provide THE CITY with the services requested in this RFP.

1. Capability and skill - Describe the qualifications and skills of the organization to provide the services. Said description should provide, but not be limited to, the following information:

Background information about the organization, e.g., philosophy, ownership, size, facilities and locations, etc.

Offeror's management structure of the firm -- e.g. organization chart of the firm, project team, etc.

Size and location of the office that will serve the City;

Offeror's qualifications to perform the services, including all resources available to Offeror for the performance of the contract.

Qualifications and resumes of the design team and other employees who will be managing and performing the services under this contract. Projects of individual team members may be submitted.

Name, title, address, e-mail address, phone and fax numbers, and work hours of the Offeror's Contract Representative for the following functions:

Contact for prompt contract administration upon award of the contract;

Contact during the period of evaluation;

Authorized agent to accept any notices provided for in this contract.

Indicate the type of organization you represent, i.e. individual, partnership or corporation. If the Offeror is a corporation, list the names of the President, Vice-President, Secretary, Treasurer and all principals. If the Offeror is a partnership, include the names of all principals or partners.

A detailed history of all mergers or acquisitions.

A copy of the certificate verifying the firm is registered to do business in the Commonwealth of Virginia.

A detailed list of contractor licenses held, including license class and number.

Offeror's current financial condition. Provide supporting documentation and audited annual reports for the past three (3) years. If company is privately held, supply sufficient information to document the company's financial status and capability to perform under this contract. Include any financial ratings held by the firm.

If Offeror intends to subcontract any part of the work under this contract, indicate services to be subcontracted and subcontractor(s) to provide said services.

2. Services to be Provided - Provide a detailed description of the services to be provided under this contract. Said description is to address, at a minimum:

An introduction - An overview of Offeror's understanding of the scope of work and services to be provided.

Best practice approaches to providing services to the City that enhance efficiency and effectiveness. Innovative solutions will be considered by the City.

**EACH** of the ***Specific Requirements*** set forth under the ***Scope of Work*** specified in this RFP.

A detail of any assistance, equipment, or other items the Offeror will require the City to furnish under this contract.

A statement explaining why the Offeror's proposed solution would be the most advantageous to the City. Describe the one attribute that places the Offeror ahead of the competition.

### 3. **Price**

Complete and submit with the proposal the **Pricing Schedule**.

Offeror is to provide as an attachment to **Pricing Schedule** any additional pricing information or alternative pricing structures offered.

Offeror's prices will be subject to negotiations.

After negotiations and award of this contract, Contractor's pricing for the services provided under this contract shall be a firm fixed-price during the term of the contract and any extensions.

4. Exceptions/Alternatives - Detail any exceptions taken to the **Scope of Work** and **Terms and Conditions** sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

### **M. Cost of Responding:**

This solicitation does not commit the City to pay any costs incurred by the Offeror or any other party in the preparation and/or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is the City obligated to procure or contract for such services.

## **VI. GENERAL TERMS AND CONDITIONS**

### **A. Contract Document:**

This RFP, its addenda, Contractor's proposal, any additional information requested, and negotiated changes and will constitute the final contract hereafter referred to as this "contract". These documents will be incorporated by reference into the City purchase order awarding this contract. This contract shall be governed by the contract documents in the following order of precedence:

This RFP document;  
Any negotiated changes to the foregoing documents; and  
Offeror's proposal.

### **B. Proposal Binding For One-hundred Twenty (120) Days:**

Offeror agrees that its Proposal shall be binding and may not be withdrawn for a period of one-hundred (120) calendar days after the scheduled closing date of this Request For Proposals.

### **C. Proprietary Information/Non-Disclosure:**

Offeror is advised that the Virginia Public Procurement Act (Section 2.2-4342, Code of Virginia, 1950 as amended) shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall:

1. Invoke the protections of this section prior to or upon submission of the data or other materials,
2. Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary.
3. Submit trade secrets or other proprietary information under separate cover in a sealed envelope clearly marked "**PROPRIETARY**".
4. Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes.
5. The City reserves the right to submit such information to the City attorney for concurrence of the Offeror's claim that it is in fact proprietary.



6. References to the proprietary information may be made within the body of the Proposal; however, all information contained within the body of the Proposal shall be public information in accordance with State statutes.
7. Trade secrets or proprietary information submitted by an Offeror in conjunction with this RFP is not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA).
8. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.
9. An all-inclusive statement that the entire Proposal is proprietary is unacceptable. A statement that Offeror's costs and/or Proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

**D. Contract Modification(s):**

After award, any and all modifications to this contract shall be mutually agreed to by both parties, in writing, and authorized by the City Purchasing Agent or his designee via issuance of a change order (purchase order).

**E. Offeror Obligation:**

Offeror shall carefully examine the contents of this Request for Proposals and any subsequent addenda. Failure to do so shall not relieve the Contractor of its obligation to fulfill the requirements of any contract awarded as a result of this RFP.

**F. Conditions of Work:**

Offeror shall inform itself fully of the conditions relating to services required herein. Failure to do so will not relieve a Contractor of the obligation to furnish all goods and/or services necessary to carry out the provisions of this contract

**G. Prime Contractor:**

If in its performance of this contract, Contractor supplies goods or services by or through another party or subcontractor, Contractor agrees that:

1. Contractor shall act as the prime contractor for the goods and services to be provided under contract and shall be the sole point of contact with regard to all obligations under this contract.
2. Contractor represents and warrants that Contractor has made third parties or subcontractors aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in writing that it has no objection and that the City is not liable to such third parties or subcontractors for any work performed under this contract.
3. The use of subcontractors and the work they perform must receive the prior written approval of the City. The City will designate a Contract Administrator to approve such work.
4. Contractor shall be solely responsible for all work performed and materials provided by subcontractors.
5. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor under this contract.
6. To obtain payment for work performed under this Agreement, if the Contractor is an individual, the individual Contractor shall provide his social security number. If the Contractor is a proprietorship, partnership, or corporation, the Contractor shall provide its federal employer identification number.

**H. Subcontractors:**

Contractor's use of subcontractors and the work they are to perform must receive written approval from the Contract Administrator at least ten (10) calendar days prior to the work being performed. Contractor shall be solely responsible for all work performed and materials provided by subcontractors. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

Payments to Subcontractors:

In accordance with Title 2.2, Chapter 43, Article 4 of the Code of Virginia (Virginia Public Procurement Act), Contractor shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the City; or, shall notify the City and subcontractors in writing of the intention to withhold all or a part of the amount due along with the reason for nonpayment. In the event payment is not made as noted,

Contractor shall pay interest at the rate of one (1) percent per month, unless otherwise provided in the Agreement, to the subcontractors on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein.

These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor.

Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the City. An Agreement modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

**I. Non-Assignment:**

Contractor shall not assign its rights and duties under this Agreement without the prior written consent of the City Contract Administrator.

**J. Antitrust:**

Any perceived anti-trust violation will be reported to the State Attorney General for possible enforcement of anti-trust laws.

**K. Anticollusion/Nondiscrimination Requirements Form:**

The attached "Anticollusion/Nondiscrimination Requirements" form, on page 2 of this RFP, shall be executed by Offeror and is to be submitted with Offeror's Proposal. The requirements set forth on said form shall be considered to be binding terms and conditions in any contract resulting from this RFP. A contract will not be awarded to an Offeror who has not signed the anticollusion/nondiscrimination statement.

**L. Hold Harmless/Indemnification:**

It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any Work required by this Contract. Contractor agrees to indemnify and hold harmless the City and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the Work by Contractor or those for whom Contractor is legally liable. Upon written demand by the City, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials.

**M. Notices:**

All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) City business days after the date of mailing when mailed by United States mail, certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

To the City Contract Administrator as designated in this RFP.

To Contractor: Contractor's Contract Administrator as defined in Contractor's Proposal.

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

**N. Non-Performance:**

1. **Delivery Delays:** The City reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Contractor fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract.

2. Unacceptable Deliveries (Rejections): Upon notification by the City that goods and/or service deliverables provided by the Contractor under this contract are damaged and/or not of the quality specified by the City, such goods and/or service deliverables will be rejected. Contractor shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by the City.
3. Contractor shall remove all rejected materials, equipment or supplies from the premises of the City within ten (10) days of notification. Rejected goods and/or service deliverables not removed from the City's premises within ten (10) days will be regarded as abandoned, shall become the property of the City, and the City shall have the right to dispose of such items.
4. The City reserves the right to authorize immediate purchase from other sources against rejections.
5. Liability: Contractor shall be liable to the City for all costs incurred by the City as a result of Contractor's failure to perform in accordance with the contract. Contractor's liability shall include, but not be limited to:
  - a. Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.
  - b. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Contractor and/or rejections of Contractor's goods and/or service deliverables.
  - c. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by the City due to non-responsive performance of Contractor.

**O. Termination Without Cause:**

The City may at any time, and for any reason, terminate this Contract by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to Contractor by certified mail/return receipt requested, addressed to the Contractor's Contract Administrator. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the City, at the time of termination. If the event the City terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the City any work completed or in process for which payment has been made.

**P. Termination With Cause/Breach:**

In the event that Contractor shall for any reason or through any cause be in default of the terms of this Contract, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or in Paragraph I of this Contract. Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the City may immediately cancel and terminate this Contract as of the mailing date of the default notice. Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the City any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable. This contract may be terminated by either party in the event that the other party has failed to perform a material obligation or has otherwise breached a material term of this contract, if that other party has failed to cure that failure or breach within ten (10) days after receipt of written notice thereof from the other party.

**Q. Breach of Contract:**

Contractor shall be deemed in breach of this contract if the Contractor:

Fails to comply with any terms of this contract;

Fails to cure such noncompliance within ten (10) calendar days from the date of the City's written notice or such other time frame, greater than ten (10) calendar days, specified by the City Contract Administrator in the notice.

Fails to submit a written response to the City's notification of noncompliance within ten (10) calendar days after the date of the City notice.

All notices under this contract shall be submitted by certified mail, return-receipt requested, to the respective contract administrator. Contractor shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

**R. Applicable Law:**

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

**S. Compliance With All Laws:**

Contractor shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Contractor is a corporation, Contractor further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions. All City of Hampton business license, personal property, real estate and other applicable tax requirements shall be met by Contractor.

**T. Immigration Reform and Control Act of 1986**

Contractor/Vendor does not and shall not during the performance of the Contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**U. Venue:**

Venue shall be in the Circuit Court of the City of Hampton, Virginia, and the United States District Court for the Eastern District of Virginia, Norfolk Division, compliant with applicable laws and regulations, as deemed appropriate by the City of Hampton.

**V. Severability:**

If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.

**W. Non-Appropriation of Funds:**

It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent that the funds shall have been appropriated. In the event no funds or insufficient funds are appropriated, the City shall immediately notify the Contractor of such occurrence and this Contract shall terminate on the last day funds are available without penalty or expense to the City of any kind whatsoever.

**X. Tax Exemption:**

The City is exempt from federal excise tax and from all State and local taxes. Contractor shall not include such taxes in any invoices under this agreement. Upon request, the City will furnish the Contractor with tax exemption certificates or the City tax exempt number.

**Y. Vendor's Invoices:**

Contractor shall submit to the City all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the Products and Services required under this contract. Invoices shall not include any costs other than those identified in the executed City purchase order awarding this contract or any subsequent change orders issued by the Consolidated Purchasing Division. All shipping costs are the Contractor's responsibility, except to the extent such charges are identified in the executed City purchase order or change orders. Contractor's invoices shall provide at a minimum:

Type and description of the Product or Service installed, delivered and accepted;

Serial numbers, if any;

Quantity delivered;

Charge for each item;

Extended total (unit costs x quantity);  
This RFP number and the City Purchase Order Number.

**Z. Contractual Disputes:**

Any dispute concerning a question of fact as a result of a contract with the City which is not disposed of by agreement shall be decided by the City Purchasing Agent or designee, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the City Purchasing Agent or designee shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

**AA. Warranty/Guarantee:**

Contractor guarantees against defective or faulty material or workmanship for at least one (1) year or for the manufacturer's standard warranty period, whichever is greater, from date of acceptance by the City. To furnish adequate protection from damage for all work and to repair damages of any kind for which Contractor or Contractor's workmen are responsible, to the building or equipment, to Contractor's own work, or to the work of others. Any merchandise or service provided under the contract which is or becomes defective during the warranty period shall be replaced by the Contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). Contractor shall make any such replacement immediately upon receiving notice from the City.

**BB. Payment Terms:**

To be eligible for payment, all labor, equipment and materials covered under Contractor's invoice must be completed and accepted by the City. The City agrees to make payments under this contract within thirty (30) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due the City under the terms of this or any other agreement may be applied against Contractor's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between the City and Contractor regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any Product or Service or the accuracy or correctness of any invoice. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of Proposals. All other payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by Offeror shall be Net 45 days.

**Special Educational or Promotional Discounts**

Contractor shall extend any special educational or promotional sale prices or discounts immediately to the City during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

**CC. Audits:**

The City shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the City, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor's office or place of business in Hampton, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Hampton, Virginia, which is convenient for THE CITY. This

paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

**DD. Notice of Award:**

Any contract resulting from this RFP will be publicly posted for inspection in the Consolidated Procurement Division, 1 Franklin Street, Suite 345, Hampton, Virginia.

**EE. Award:**

The City intends to award a contract to a fully qualified Offeror submitting the best proposal based on the criteria set forth herein and as determined by the City in its sole discretion. At the City's sole discretion, the City may reject any or all proposals in whole or in part if such action is determined to be in the City's best interest. The City reserves the right to enter into any contract deemed to be in its best interest, including the award of this contract to more than one contractor.

**FF. Disposition of Proposals:**

All materials submitted in response to this RFP will become the property of the City. One (1) copy of each proposal will be retained for official files, will become a matter of public record after award of the contract, and will be open to public inspection subject to the **Proprietary Information/Disclosure** section of this RFP.

**GG. Non-Exclusivity:**

The City reserves the right to procure goods or services covered under this contract from a third party when, in the City's sole discretion; it is deemed to be in the City's best interest.

## **VII. SPECIAL TERMS AND CONDITIONS**

**A. Time is of the Essence:**

Time is of the essence in this Contract. Contractor expressly acknowledges that in the performance of its obligations, the City is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by Contractor and may sustain substantial losses by reason of untimely performance.

**B. Bonding:**

Unless otherwise noted, all surety documents required herein shall be received and approved by the City Contract Administrator prior to beginning work under the contract and no later than ten (10) days after issuance of the "Notice of Intent to Award" for this RFP. Each of the required bonds shall be payable to the City. Bonds shall be executed by one or more surety companies legally authorized to issue bond and do business in the Commonwealth of Virginia. Said bonds shall be payable to the City of Hampton, 1 Franklin Street, Suite 345, Hampton, Virginia 23669. With the exception of any required Bid Bond, each of the required bonds shall be maintained through the term of the contract and any extensions.

**Payment and Performance Bonds:**

Contractor shall furnish to the City a payment bond and a performance bond in conformity with Virginia Code § 2.2-4337 et. seq., each payable to the City of Hampton and each in the sum of the contract amount. The performance bond shall be conditioned upon the faithful performance of the Contract in strict conformity with the terms and conditions of the Contract, and the payment bond shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the work.

**C. Insurance:**

Contractor shall submit to the City Contract Administrator Certificates of Insurance, prior to beginning work under this contract and no later than ten (10) days after award of the contract.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the City.

The certificates of insurance shall list the City of Hampton, 1 Franklin Street, Suite 345, Hampton, Virginia 23669, as the additional insured for the specified project as outlined in this RFP.

Insurance shall be maintained during the entire term of the contract and any extensions and shall be of the following forms and limits:

<u>Forms</u>	<u>Limits</u>
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit
Umbrella/Excess Liability	\$2,000,000

The establishment of minimum limits of insurance by the City of Hampton does not reduce or limit the liability or responsibilities of the Contractor.

The endorsement would be that which is attached to the policy that acknowledges the City as an also insured on all policies we have required to be endorsed.

This will be either a direct endorsement that actually names the City or a blanket endorsement that contract states that the City will be named as an also insured on the insurance policy.

Contractor shall provide the City with its social security number or federal taxpayer identification number prior to receiving any payments for services under this Contract.

**D. Unauthorized Disclosure of Information:**

Contractor shall assume the entire responsibility and liability for any and all damages caused by or resulting from or arising out of the negligent or willful unauthorized disclosure of confidential information on the part of the Contractor, its subcontractors, agents or employees under or in connection with this contract. The Contractor shall save harmless and indemnify the City of Hampton and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with, any and all such unauthorized disclosures, real or alleged. The Contractor shall, upon written demand by the City of Hampton, assume and defend, at the Contractor's sole expense, any and all such suits or defense of claims alleging unauthorized disclosures of confidential information.

Any negligent or willful unauthorized disclosure of confidential information on the part of the Contractor, its subcontractors, agents or employees under or in connection with this contract shall constitute a breach of the terms of this contract. THE CITY may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and Contractor shall save harmless and indemnify THE CITY for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information.

**E. Copyright/Patent Indemnity:**

Contractor shall pay all royalty and license fees relating to the items covered by this contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this contract constitute an infringement of any copyright, trademark, or patent, the Contractor shall indemnify THE CITY and hold THE CITY harmless from any cost, expense, damage or loss incurred in any manner by THE CITY on account of any such alleged or actual infringement.



#### **F. Cooperative Procurement**

Section 2.2-4304 Code of Virginia (VPPA) will apply to this solicitation. Other Public Bodies may utilize any contract(s) issued pursuant to this solicitation by placing its own order(s) directly with the Contractor(s). The City of Hampton acts only as the issuing agent and is not responsible for placement of orders, payment or discrepancies of other participating Public Bodies.

### **FOREIGN AND DOMESTIC BUSINESSES-AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH**

Contractor whether organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity and shall provide proof thereof. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of the Agreement. Failure by the Contractor to remain in compliance with the provisions of this section shall be deemed a material breach of this Agreement.

#### **CITY OF HAMPTON, VIRGINIA and HAMPTON CITY PUBLIC SCHOOLS INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

This information is to assist the contractor to understand the insurance requirements of the City of Hampton (City) and Hampton City Public Schools (HCS). Contractors are encouraged to share this information with insurance agents and brokers. **In all cases the RFP or IFP requirements override statements in this document.**

**1. Agreement/Reference.** All evidence of insurance must identify the nature of your business with the CITY/HCS. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your insurance is properly assigned to the correct project. It is important that you **provide the types of coverage and minimum dollar amounts specified in the RFP or RFB document. Failure to provide the requested amounts may lead to disqualification and increase processing time.**

**2. When to submit.** Normally no work may begin until the certificate of insurance (COI) with proper endorsement has been received. It is important that the certificate and endorsement be provided as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

**3. Acceptable Evidence and Approval.** Proof of insurance is normally provided on an industry form known as the ACCORD Certificate of Insurance. Insurance industry certificates other than the ACCORD may be accepted after review. In addition to the ACCORD form, an Insured Endorsement naming the CITY or HCS as an additional insured that has been completed by your insurance company or its designee must be attached to the COI. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured and the substantiating endorsement must be attached. Attaching the section of the insurance policy covering contractual additional insureds may be used until the actual endorsement is received.

All evidence of insurance must be authorized for the insurance provider by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to **ACCORD Certificates and other Insurance Certificates:**

- **A copy of the full insurance policy.**
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.
- **Self-Insured** contractors or vendors must submit for review to the Risk Manager documentation of its financial ability to self-insure for each coverage required. (See Para 6 below.)

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law
- Professional Liability insurance



4. **Renewal.** Upon renewal of any insurance policy it is the responsibility of the contractor to provide the updated ACCORD Certificate of Insurance or other acceptable documentation to the City or HCS. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. **Cancellation.** The contractor/vendor must inform the City/HCS 30 days before insurance is cancelled or not renewed. The requirement for the insurance company to inform the additional insureds is not enforceable. Failure to inform must be considered a substantive violation of the contract and could result in the contract being cancelled.

6. **Alternative Programs/Self-Insurance.** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY Risk Manager has reviewed the relevant documents. Any contractor or vendor that wishes to satisfy insurance requirements as a self-insured party must receive permission from the Risk manager by submitting a request to the Risk Management Department.

7. **General Liability.** General liability insurance covering your operations (and products, where applicable) is required whenever the CITY or HCS is at risk of:

- **Third-party claims** which may arise out of your work or your presence or special event on city premises.
- **Sexual misconduct claims coverage** is a required coverage when the work performed involves minors.
- **Fire legal liability insurance** is required for persons occupying a portion of CITY or HCS premises.

8. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY or HCS premises; it is not required for simple commuting unless CITY or HCS is paying mileage. However, compliance with Virginia law requiring auto liability insurance is a contractual requirement.

9. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

10. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law the minimum coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement that can be obtained from Risk Management.

**A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

11. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY.

12. **Surety or Bond** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A Fidelity Bond may be required to handle CITY funds or securities, and under certain other conditions. Specialty coverages may be needed for certain operations as outlined in the RFP or RFB

## VIII. PRICING SCHEDULE

Provide detailed pricing for all costs associated with providing the services for Section 3, Scope of Services. Pricing shall be inclusive of all elements for the respective pump station communication upgrades, central system hardware and software, FCC licensing (example format offered below for guidance). This should include all labor, supervision, hardware, software, implementation costs, development costs, configuration, testing, documentation, training, and travel. In addition, provide all costs for Optional software annual support and maintenance for 5 years. Offerors should incorporate all fees into the implementation plan in order to establish a firm fixed price for the implementation.

Software pricing shall be identified based on features that are part of Offeror's base software package pricing (BASE), features that are optional and required to meet the RFP requirements (OPTIONAL), and features that must be customized to meet the RFP requirements (CUSTOM).

		Unit Price	Qty.	Extended Price
1	Field Radio			
2	RTU/PLC			
3	Central System Hardware			
4	Central System Software (Base)			
5	Central System Software (Options)			
6	Central System Software (Custom)			
7	LAN Integration			
8	System Integration			
9	Testing / Record Drawings			
10	Training			
11	System Support/Maintenance/ Test Equipment			
12	Post Implementation - Project Management			
13	Post Implementation Support (Remote)			
14	Post Implementation Support (On-Site)			

15	Annual Support -- Year 1		
16	Annual Support -- Year 2		
17	Annual Support -- Year 3		
18	Annual Support -- Year 4		
19	Annual Support -- Year 5		

- a. **Provide separate itemized and bundled (if applicable) price list for all services that may be provided in order to meet the general and specific requirements of the scope of services to include, as a minimum:**

- Cost of software, if applicable
- Cost of hardware, if applicable.
- Implementation costs – broken out by deliverables, as-well-as hourly rates for any additional services
- FCC Licensing/Permitting Costs and Coordination
- Training costs
- Cost for structural analysis of existing towers by a licensed Virginia Professional Engineer. (Cost for any tower improvements identified will be negotiated through an addendum if necessary)

#### 2.1.2. Implementation Plan

Provide a narrative description describing your approach for providing the requested project management/implementation services for the identified pump stations and central system locations. Discuss the firm's current workload with particular reference to the personnel and other resources being proposed along with staff continuity during the contract period. Discuss the approach/plan for meeting the deadline for FCC narrow-banding/vacating by January 2013.

Provide a statement that the firm has the necessary resources to undertake an engagement of this magnitude. Please provide a narrative describing your approach for providing the requested functional requirements/implementation services described in this RFP. Describe the involvement, if any, of subcontractors in the work relative to the implementation of the SCADA upgrades.

#### 2.1.3. Support Policies

Provide a description of your support policies. This should include any formally defined Service Level Agreements, including the hours that phone support is available (Eastern Standard Time).

#### 2.1.4. Appendices

Appendices are optional for Offerors who wish to submit additional material that will clarify their response.

ATTACHMENT A  
INSURANCE SPECIFICATIONS

CITY OF HAMPTON

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia. The Certificate shall show the City of Hampton, as an additional insured for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Bests or a rating acceptable to the City. In addition, the insurer shall agree to give the City 30 days notice of its decision to cancel coverage.

**Workers' Compensation**

Statutory Virginia Limits

Employers' Liability Insurance – \$100,000 for each Accident by employee  
\$100,000 for each Disease by employee  
\$500,000 policy limit by Disease

**Commercial General Liability - Combined Single Limit**

\$1,000,000 each occurrence including contractual liability for specified agreement  
\$2,000,000 General Aggregate (other than Products/Completed Operations)  
\$2,000,000 General Liability-Products/Completed Operations  
\$1,000,000 Personal and Advertising injury  
\$ 100,000 Fire Damage Legal Liability  
Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

**Business Automobile Liability** – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

**Umbrella/Excess Liability**

\$2,000,000 Each Occurrence/Aggregate

**NOTE 1.** The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The City makes no representation or warranty as to how the Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Offeror's responsibilities outlined in the contract documents.

**NOTE 2.** The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with Excess/Umbrella Liability, must total \$3,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the City of Hampton. This policy shall be endorsed to be primary with respect to the additional insured.

**ATTACHMENT B**  
**PROPOSAL SIGNATURE SHEET**

Page 1 of 2

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP").

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
FED ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (print)
TITLE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
DATE:

PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX OR BOXES BELOW. Please refer to definitions on Page 2 prior to completing. Check all that apply.

- ☐ MINORITY-OWNED BUSINESS    ☐ SMALL BUSINESS    ☐ WOMEN-OWNED BUSINESS  
☐ NONE OF THE ABOVE

If certified by the Virginia Minority Business Enterprise (DMBE), provide DMBE certification number and expiration date. \_\_\_\_\_ NUMBER \_\_\_\_\_ DATE

**SUPPLIER REGISTRATION** – The City of Hampton encourages all suppliers interested in doing business with the City to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? ☐ YES    ☐ NO

## ATTACHMENT B

### PAGE 2 OF 2

#### DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

**"Minority-owned business"** means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens and both the management and daily business operations are controlled by one or more minority individuals.

As used in the definition of "*minority-owned business*," "*minority individual*" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "*African American*" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "*Asian American*" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "*Hispanic American*" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "*Native American*" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

**"Small business"** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

**"Women-owned business"** means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

[illegible]

ATTACHMENT D

VIRGINIA STATE CORPORATION COMMISSION (SCC)

REGISTRATION INFORMATION

The bidder or offeror:

☐ is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder/offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's/offeror's out-of-state location) -OR-

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's/offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals: ☐



## ATTACHMENT E

### Supplier Reference Sheet

Offerors shall provide a minimum of four (4) references that may be contacted by the City. References shall be of customers for whom you have provided similar services within the last three years. For each customer listed, provide the customer name and address, contact name, title and telephone number and a brief description of the services your company provided.

1. Company/Locality: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Description of services provided: \_\_\_\_\_

2. Company/Locality: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Description of services provided: \_\_\_\_\_

3. Company/Locality: \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact Person/Title \_\_\_\_\_

Telephone Number \_\_\_\_\_

Description of services provided: \_\_\_\_\_

4. Company/Locality: \_\_\_\_\_

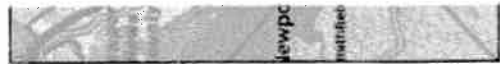
Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact Person/Title \_\_\_\_\_

Telephone Number \_\_\_\_\_

Description of services provided: \_\_\_\_\_



## **MINORITY AND WOMAN-OWNED BUSINESS PROGRAM**

The City of Hampton is implementing new strategies to solicit and utilize minority and woman-owned businesses. To encourage and sustain utilization of minority and woman owned businesses, subcontracting goals have been established for City contracts of \$100,000 and above. The minority and woman-owned subcontracting goals are established by business categories.

The subcontracting goals established for this contract include:

Minorities (MBE) \_\_\_\_\_ Non-minority women (WBE) \_\_\_\_\_

Solicitation meetings will be held on contracts \$100,000 and above to assist in attaining the contract minority and woman owned business goals.

The City requires that each minority and woman-owned business become a certified Small, Woman and Minority owned business (SWAM) by the State Department of Minority Business Enterprises (DMBE).

Any minority or woman-owned business that is not a certified SWAM vendor will not be considered for meeting the contract goals as established or included in the City utilization data.

Prime Contract solicitations require bidders to include, as part of their proposal or bid, a subcontracting plan to include certified minority and woman-owned vendors during the course of the contract work.

- A listing of all certified minority and woman-owned subcontractor vendors
- The dollar value of each subcontract
- A description of type of work to be performed under each contract
- SWAM certification number and contact information for each minority and woman-owned firm

Prime Contractor subcontractor/supplier solicitation information will be submitted to document firms contacted for quotes.

Prime Contractor solicitations and resulting contracts will require each successful bidder to report actual subcontract payments quarterly to the City Procurement Department to ensure accurate utilization records.

All bids submitted must include a subcontracting plan to be considered when determining the lowest responsible and responsive bidders by the City.

Changes to the subcontracting plan will require approval from the Procurement Office and Minority Business Program Office during the life of the contract.

Failure of a contractor to adhere to its subcontracting plan may under certain circumstances, result in future loss of contracts and/or debarment from bidding by the City of Hampton. In these cases contractors will be requested to submit documentation of good faith efforts used to meet their subcontracting plan. Determination of efforts will be made on an individual contract basis. It is recommended that contractors pre-qualify or determine the subcontractors' capabilities prior to subletting work.

Good Faith efforts are documented reasonable steps taken to achieve a contract goal. These efforts are those taken by a bidder actively and aggressively trying to obtain the established goal. Mere pro forma efforts are not good faith efforts. The following is a list of types of actions which are considered good faith efforts. It is not intended to be a mandatory checklist nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- Soliciting through reasonable and available means (pre-bid meetings, advertisements, phone calls, community organizations, etc.)
- Selecting portions of the work to be subcontracted out to increase the likelihood that a contract goal can be achieved.
- Providing interested firms with information necessary to respond in a timely manner to a request for solicitation
- Effectively using the services of available minority and woman-owned organizations, local, state and federal small business assistance offices, etc.

Documentation of such efforts can include a listing of M/WBE firm names, contact information, description of information provided and dates received quotes, etc.

(Please note: this requirement should not be construed as authorizing or directing the exclusion of non-SWAM owned businesses; rather, the purpose is to include as many qualified businesses as possible).

Any Prime Contractor that is a DMBE certified minority or woman-owned vendor that is awarded a contract of \$100,000 and above is not required to submit the above information as the Prime Contractor is itself such a certified business. This does not, however, relieve such a Prime from the obligation to achieve both contract goals during the life of the contract. The City of Hampton reserves the right to review subcontracting plans and good faith efforts to ensure that both goals are achieved.

The City of Hampton will utilize a performance evaluation process that will include documenting the quality of work and business practices of all vendors used on City contracts of \$100,000 and above.

The suggested forms are attached for use by bidders to ensure consistent submission of required data.

**CITY OF HAMPTON**

**DEPARTMENTAL MINORITY AND WOMAN-OWNED BUSINESS SOLICITATION**

**TELEPHONE RECORD FOR GOODS AND SERVICES**

	Department	Bidder #1	Bidder #2	Bidder #3
Firm name				
Address				
Phone no.				
Email address				
Quantity	Item description	Unit Price/Total Price	Unit Price/Total Price	Unit Price/Total Price

Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

Department Director: \_\_\_\_\_

**CITY OF HAMPTON**

**SUBCONTRACTOR/SUPPLIER UTILIZATION FORM  
POTENTIAL MINORITY AND WOMAN-OWNED BUSINESS PARTICIPATION**

Project no. \_\_\_\_\_ Date submitted: \_\_\_\_\_

Bid goal % \_\_\_\_\_ Total Contract Value \_\_\_\_\_

Firm name	Certification no.	Type (M/W)	Percent bid	Dollar value	Type of work

I/We propose that the certified DMBE businesses will be used on this contract as stated herein and assure that during the life of the contract. I/We will meet the goal established by the City of Hampton.

Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



## CITY OF HAMPTON

**SUBCONTRACTOR/SUPPLIER SOLICITATION AND UTILIZATION FORM (ALL)**

Project no. \_\_\_\_\_ Date \_\_\_\_\_

The bidder certifies that this form accurately represents its solicitation and utilization or non-utilization as indicated of the DMBE certified minority and woman-owned businesses listed below for performance of work on this project. The bidder certifies that he/she has had direct contact (email, fax, phone) with the named firms regarding performing work on this project.

Bidder \_\_\_\_\_ Signature \_\_\_\_\_

[illegible]

# CITY OF HAMPTON MINORITY AND WOMAN-OWNED BUSINESS PAYMENT REPORT

Contractor \_\_\_\_\_ Date \_\_\_\_\_

Project no. \_\_\_\_\_ Reporting period \_\_\_\_\_ to \_\_\_\_\_

Firm name	Certification no.	SWAM type (MWBE)	This quarter	To date	Type of work
Total for value amount d to date to /AM vendor					

I/We certify that the information provided is accurate, current and complete to the best of my/our knowledge.

Company \_\_\_\_\_

Print name \_\_\_\_\_ Title \_\_\_\_\_